

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

IN THE MARION SUPERIOR COURT
CIVIL DIVISION, ROOM 10
CAUSE NO. 49D10-0104-CP-00671

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
NO LIMIT CONSTRUCTION, INC.,)
and HARVEY W. FRANCIS, IV,)
)
Defendants.)

RECEIVED
JUL 2 2001
ATTORNEY GENERAL
OF INDIANA
FILED

JUL 22 2001

Sarah M. Taylor
CLERK OF THE
MARION CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants.
2. Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, were served with notice of these proceedings and a copy of the Verified Complaint for Injunction and Costs.
3. Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, have failed to appear, plead, or otherwise respond to the complaint.
4. Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, are not infants, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, and that the Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, their agents, representatives, employees,

successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code 24-5-11-1 et seq. and Ind. Code §24-5-0.5-1 et seq.:

1. In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- (A) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (B) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (C) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (D) A reasonably detailed description of the proposed home improvements;
- (E) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (F) The approximate starting and completion date of the home improvements;
- (G) A statement of any contingencies that would materially change the approximate completion date;
- (H) The home improvement contract price; and
- (I) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

2. In the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;


3. In the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, as follows:

1. The Defendants shall pay the Office of the Attorney General its costs of investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Eight Hundred and Seventy-Five Dollars (\$875.00).

For a total monetary judgment in the amount of Eight Hundred and Seventy-Five Dollars (\$875.00) in favor of the Plaintiff, State of Indiana, and against the Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV.

ALL ORDERED, ADJUDGED AND DECREED on this 22nd day of July, 2001.



Judge, Marion Superior Court

DISTRIBUTION:

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